

\$~50

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CRL.M.C. 6087/2022**

ANGELA RANI BHASIN @ ANGELA SHARMA

..... Petitioner

Through: Mr. Abhishek Verma, Advocate.

versus

THE STATE & ANR.

..... Respondents

Through: Mr. Raguvender Verma, APP for
State with SI Anil Kumar, PS
Paschim Vihar.

Mr. Vikas Sharma and Mr. Anjan
Verma, Advocates for R-2.

%

Date of Decision: 24.04.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. The present petition was filed u/s 482 of Code Of Criminal Procedure, 1973 seeking quashing of case FIR No.200/2011 dated 09.12.2011, registered under section 323/380/506 of Indian Penal Code at **P.S. Civil Lines, Patiala, Punjab.**

2. The present FIR was transferred by the Hon'ble Supreme Court vide order dated 08.10.2014 in transfer petition Cr.No.30/2013.

3. Brief facts of the case are that the petitioner and respondent no. 2 were married. The marriage between the parties took place on 19.06.2007 in

CRL.M.C. 6087/2022

Page 1 of 7

USA according to hindu rites and ceremonies and two children namely Partha Sharma and Radhika Rani Sharma were born out of the wedlock in the years 2008 and 2010 respectively. The parties were residing together however, thereafter on account of temperamental differences they started residing separately since 30th November 2011. There were several litigations between the parties which included divorce case proceedings under D.V. Act, proceedings under Section 125 Cr.P.C. and the present FIR.

4. Learned Counsel submits that during the pendency of the proceedings, the parties have resolved their disputes amicably and in furtherance thereof they have entered into a settlement deed before counseling cell of Tis Hazari courts, Delhi dated 29.04.2022.

5. Both the parties are present in court and have duly been identified by the IO. Respondent no. 2 states that in terms of the settlement a total sum of Rs. 7,00,000 was to be paid to the petitioner by respondent no. 2 as full and final settlement of all the disputes. It has been stated that out of the total amount Rs. 3,00,000 (Rupees Three Lacs Only) has been paid at the time of first motion and remaining Rs. 4,00,000/- (Rupees Four Lacs Only) shall be paid at the time of second motion. Learned counsel submits that as per the terms of the settlement, the second motion shall be filed after the quashing of the present petition. Respondent no.2 states that he has no objection if the present FIR is quashed. An affidavit in this regard has also been placed on record.

6. I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That pursuant to the settlement dated 02.04.2022, between the parties, this settlement agreement has been arrived at, and the parties have mutually decided to put a closure to all the dispute amongst them.

2. That the parties to this settlement agreement have mutually agreed that they will not demand, return or exchange any document, either pertaining to them or pertaining to their children. It is mutually agreed that no demand, request for return or exchange of any document, shall be made in the futures as well, by either of the parties to this settlement agreement.

3. That the children of the parties are presently in the custody of the second party. In future also the sole legal custody of the children of the parties shall remain with their mother i.e. the Second party. The children of the parties shall have all their legal rights intact and enforceable in terms of the judgment of The Hon'ble Supreme Court in Ganesh VS Sudhir kumar Shrivastava And Ors. 2019 SCC ONLINE SC 1107. The first party shall not claim custody of the children of the parties in future. The first party shall also not have visitation rights to the children.

4. That the parties to the present settlement agreement have mutually decided that they shall file a petition under section 13 (B-1) of the HMA, before 30.04.2022 and the petition under section 13 (B-2) of the HMA shall be filed soon after the passing of the first motion, as per the law of the statutory period.

5. That the parties have also mutually agreed that they shall extend their full cooperation to each other in pursuing the quashing petition before the Delhi High Court in regard to the FIR bearing no.200 of 2011, PS. Paschim Vihar East, Under Sections: 323/380/506 IPC registered against the second party. The parties shall make themselves available for the purpose of signing any affidavits/applications/petitions or any other document and shall duly appear in person before the Hon'ble Court as and when required.

6. That the first party voluntarily agrees to not pursue the proceedings emanating from the FIR bearing no.200 of 2011, PS Paschim Vihar East, Under Section 323/380/506 IPC registered against the second party, pending before the Hon'ble Court of Sh. Puneet Nagpal, Ld. MM, West, Tis Hazari Courts, Delhi and also the first party shall have no objection in case the aforesaid FIR and proceedings emanating therefrom are quashed by the Hon'ble High Court.

7. That the second party also agrees to withdraw Criminal Revision no.144/2020 pending in the court of Sh. Sanjay Kumar, Ld. ASJ, West, Tis Hazari Courts, Delhi after passing of the order by the Hon'ble court, allowing the petition under section 13(B-1) of the HMA.

8. That the Second Party agrees that pursuant to the decree of divorce having been passed by the concerned Court dissolving the marriage between the parties by way of mutual consent, she shall not raise any dispute or claim against the first party and similarly, the first party shall also not raise a dispute or a claim against the second party. Both the parties agree not to interfere, in any manner whatsoever, in each other's life in future and further agree to let the other party live in peace.

9. That the Second Party agrees and undertakes that she has settled all her claims with the First Party, including, but not limited to her claims with regard to maintenance, past, present and future, permanent alimony, stridhan/jewellery, marriage expenses, etc. and, she shall not raise any such claims from the First Party and/or his family members in the future as well.

10. It is agreed between the parties that if either of the parties commits willful breach or deliberate default of this (A. This settlement agreement, B. The agreement dated 02.04.2022, C. The undertaking given to the court accepting the terms of settlement dated 02.04.2022 by way of consent/order/decreed), then, the party committing such default shall be dealt as per the law of Contempt of Courts.

The said defaulting party shall be liable to face action under the said Act and thereby punished accordingly. It is further agreed that willful breach of the terms by the first party after the recording of first motion shall entitle the second party to forfeit the amount received by her till that date, similarly in case of such willful breach by the second party shall make the first party entitled to claim the amount, already given by him to the second party along with 2% interest per month, from the date of the said breach and till the actual realization of the amount.

11. The parties have agreed on each and every term as recorded in the

settlement agreement, after carefully reading over and understanding and appreciating the contents, scope and effect thereof, as also the consequences or the breach thereof, including payment of the fine / penalty as mentioned above.

12. The terms and conditions mentioned in the settlement have been understood in vernacular by either of the parties. The abovesaid settlement is arrived at between the parties voluntarily, out of their own free will, volition and consent and without there being any undue pressure, force, coercion, influence, misrepresentation, or mistake (both of fact and law), in any form whatsoever and the parties have agreed that the Settlement Agreement has been correctly recorded as per the agreed terms and conditions,

13. That the parties have mutually agreed to withdraw their respective criminal as well as civil cases filed against each other. In pursuance of the same the second party has already withdrawn her petition, which was filed on her behalf as well as on behalf of her two minor children, under section 125 of the Cr.P.C on 08.04.2022. The first party has agreed to withdraw the petition under section 13 (1) (ia) of the HMA after passing of the order allowing the first motion petition. Similarly, the parties have agreed to withdraw the DV case, the Revision after passing of the said petition under 13 (B-1) of the HMA. The parties have also agreed to

file the quashing petition before the Delhi High Court, in respect of the FIR no.200 of 2011 PS: Paschim Vihar East, U.S: 323/380/506 IPC only after passing of the petition under 13 (B-1) of the HMA.

14. That by virtue of this settlement agreement, the parties have settled all their disputes or claims against each other and now neither of the party is left with no claim against each other.

15. That both the parties hereby agree that they shall not do any act, deed or thing, which may defame or lower the reputation of the parties or their family members in the society. It is further agreed. that none of the parties shall enter at workplaces of each other and shall have no relation with each other after passing of a decree of divorce in proceedings under section 13(B-2) of the HMA.

16. That both the parties shall not challenge the validity and legality of this settlement before any court of law, authority and police authority, or any other authority established under law.

17. That the parties hereby undertake that they shall not claim any right, title, or interest in any moveable or immovable property already acquired or to be acquired by either of the party in the future.

18. That the parties shall not file any litigation (including civil, criminal, or matrimonial) against each other or their respective family members before any authority or court with regard to their marriage.

19. That the parties have agreed and undertaken not to interfere in the life of each other in the future and are free to lead their life as per their whims and choices.

20. That this settlement is arrived between the parties out of their own free will, accord, and choice without any force, fraud, coercion or pressure of whatsoever nature from any corner.

21. That the parties shall remain bound with terms and conditions of this settlement agreement/MOU.”

7. The respondent. No.2 has also filed an affidavit in terms of the judgment ***Ganesh vs Sudhir Kumar Shrivastava & Ors. 2019 SCC online 1107*** specifically stating therein that the settlement dated 02.04.2022 and 29.04.2022 amended upon between the parties and the litigation arising out of marriage dated 19.06.2007 are only pertaining to rights and the contentions of the petitioner and the respondent no. 2 and not qua the minor child. Rights of the minor child will not be affected.

8. Taking into account the totality of facts and circumstances of the case, this court considers that the parties have entered into an amicable settlement out of their own free will, without any fear, force or coercion and they should be given an opportunity to lead their lives peacefully. No purpose will be served in continuing with the trial. The present dispute has also actually arisen out of matrimonial dispute.

9. In view of the above, FIR No.200/2011 registered under Section 323/380/506 of Indian Penal Code at PS Civil Lines, Patiala, Punjab and all the other proceedings emanating there from are quashed.

10. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

APRIL 24, 2022/AR

CRL.M.C. 6087/2022

Page 7 of 7